

. . . !
[Name]
[Date]
Page 2

Attachment

cc: Charles D. Divonc. Senior Corporate Counsel – Commercial
Joel Margolis, Corporate Counsel - Regulatory

NEXTEL/COONTZ
000019

FED UP ? CAN'T COMMUNICATE ?
CAN'T GET IN TOUCH WITH
EMPLOYEES • CLIENTS • SUPPLIERS ?
NOW TOUCH A BUTTON - TALK TO ALL OF THEM!
o NO SWITCHBOARD • NO HOLDING •



Talk Between Houston, San Antonio,
Dallas, and Austin Using Direct
Connect Radio - Unlimited Minutes!

FREE LEATHER HOLSTER

1 Sec. Billing After 1st Min.

NATIONWIDE FREE LONG DISTANCE
Speakerphone, Digital Radio/Cellular



PUSH A BUTTON & TALK TO YOUR WORKERS SINGLY OR
AS A GROUP! IDEAL FOR TRADES, FLEETS, DELIVERY,
CONSTRUCTION, DISPATCH, EMERGENCY CONTACTS,
BUSINESS NETWORKS

RATE PLANS FOR BUSINESSES NEEDING RADIO
\$ 69.95 UNLIMITED RADIO, 600 CELL MINUTES
\$ 99.95 UNLIMITED RADIO, 1000 CELL MINUTES
\$ 49.95 UNLIMITED RADIO, NO CELL MINUTES
\$ 89.95 UNLIMITED RADIO, 600 CELL, FREE L.D.
RADIO/PHONES: \$ 49 (LIMITED SUPPLY) • \$ 199

NEXTEL
AUTHORIZED REPRESENTATIVE

HOUSTON COMMUNICATIONS, INC.
5205 Telephone Rd. Houston, TX 77087
713-845-1406 fax 713-845-1412

HCI

Please call 281-587-5407 if you do not wish to receive our fax offerings in the future. Nextel rate plans subject to credit approval.
Some rate plans may not be available after 11/1/99. Free merchandise offerings may end without notice.

Nextel ABF approval #519



A. Pre-approval and Reimbursement Form

Company Name: DIRECTNET COMMUNICATIONS, Inc. Tax Code: 501(c)(3)
 Address: 8705 Katy Freeway, Ste. B, Houston, Texas 77024
 Phone: (713) 647-7774 Fax: (713) 647-7774
 Nextel Address: 11000 Katy Freeway, Ste. B, Houston, Texas 77024
 Nextel Phone: (713) 647-7774 Nextel Fax: (713) 647-7774

B. Pre-approval

Check box for media type:

<input type="checkbox"/>	Radio	<input type="checkbox"/>	Video
<input type="checkbox"/>	Television	<input type="checkbox"/>	Other
<input type="checkbox"/>	Internet	<input type="checkbox"/>	Other

Planned End Date: 6/30/2000

C. Reimbursement

1. Fill in information below

Media Type	Advertiser	Product	Estimate No.	Invoice No.	Invoice Date	Amount Due
Radio	Nextel	Nextel	519	519	6/12/00	\$349.00

2. Attach documentation required in Nextel Authorized Representative Co-Op Advertising Program Guidelines. Submit form with Sections A, B, and C completed to Nextel c/o CoAd, 770 N. Main Street, No. 508, Chicago, IL 60622. Fax 312-234-2531. Tel 800-621-7332. Retain copy of form and resubmit as your reimbursement form.

3. Attach documentation required in Nextel Authorized Representative Co-Op Advertising Program Guidelines. Submit form with Sections A, B, and C completed to Nextel c/o CoAd, 770 N. Main Street, No. 508, Chicago, IL 60622. Fax 312-234-2531. Tel 800-621-7332. Retain copy of form and resubmit as your reimbursement form.

4. Submit form with Sections A, B, and C completed to Nextel c/o CoAd, 770 N. Main Street, No. 508, Chicago, IL 60622. Fax 312-234-2531. Tel 800-621-7332. Retain copy of form and resubmit as your reimbursement form.



Promotions: Listed below are the most popular plans. Good through: 6/30/2000

RATE PLAN	RATE	CELLULAR MINUTES	Direct Connect Minutes
Upgrade weekend plan	\$10.00	1000	0
Local 600	\$69.95	600	Unlimited
Local 1000	\$99.95	1000	Unlimited
Local 2000	\$179.95	2000	Unlimited
Nat'l Business Plan 400	\$69.95	400	Unlimited
Nat'l Business Plan 600	\$89.95	600	Unlimited
Nat'l Business Plan 1000	\$129.95	1000	Unlimited
Nat'l Business Plan 1400	\$159.95	1400	Unlimited
Nat'l Business Plan 2000	\$199.95	2000	Unlimited
Texas 250 Add-On *	\$25.00	250	N/A
BASIC UPC	\$49.95	0	Unlimited

Prices are good with activation only and requires a 12 month agreement. Activation fee of \$50 per account. Credit check is required.

Finally, the MVP 500 is BACK - \$39.95

(250 Cellular Minutes/250 Direct Connect Minutes)

* Texas 250 Add-On can be added to any UPC plan. It is not a "stand alone" rate plan and is not valid without a UPC plan.

©1999 Nextel Communications, Inc. All rights reserved. Nextel, the Nextel logo (a.c. How business gets done) and Direct Connect are trademarks and/or service marks of Nextel Communications, Motorola.

10 to delete fax number, CALL 713-227-5661.

JUNE 2000 PROMOTIONS

Additional \$20 In-Store Credit Per Activation Towards Any Accessory.

1500plus™ - Was \$199.00	Now - \$49.00
700plus™ - Was \$249.00	Now - \$99.00
1000plus™ - Was \$299.00	Now - \$149.00
NEW!! 1200™ - \$349.00	

DirectNet Communications, Inc.
 8705 Katy Freeway, Ste. B
 Houston, Texas 77024
 (713) 647-7774
 AUTHORIZED REPRESENTATIVE

Before the
Federal Communications Commission
Washington, D.C. **20554**

In the Matter of)	
)	
Rules and Regulations Implementing the)	CG Docket No. 02-278
Telephone Consumer Protection Act of 1991)	CC Docket No. 92-90
)	
)	
)	
)	
)	

COMMENTS AND RECOMMENDATIONS
OF THE ATTORNEYS GENERAL OF ALABAMA, ALASKA, ARIZONA,
ARKANSAS, CALIFORNIA, COLORADO, CONNECTICUT, DELAWARE,
FLORIDA, GEORGIA, GUAM, IDAHO, ILLINOIS, INDIANA, IOWA, KANSAS,
KENTUCKY, LOUISIANA, MAINE, MARYLAND, MASSACHUSETTS,
MICHIGAN, MINNESOTA, MISSISSIPPI, MISSOURI, MONTANA, NEVADA,
NEW HAMPSHIRE, NEW JERSEY, NEW MEXICO, NEW YORK, NORTH
CAROLINA, NORTH DAKOTA, NORTHERN MARIANA ISLANDS, OHIO,
OKLAHOMA, OREGON,
PENNSYLVANIA, PUERTO RICO, RHODE ISLAND, SOUTH CAROLINA, SOUTH
DAKOTA, TENNESSEE, TEXAS, UTAH, VERMONT, VIRGINIA, WASHINGTON,
WEST VIRGINIA, WISCONSIN, WYOMING,
THE CORPORATION COUNSEL OF THE DISTRICT OF COLUMBIA,
AND THE HAWAII OFFICE OF CONSUMER PROTECTION



(1) the “prior express invitation or permission” definition, (2) the established business relationship exemption, and (3) fax broadcasters (NPRM ¶¶37-40).

1. Prior Express Invitation or Permission

The Commission solicits comment on the need to clarify the definition of “prior express invitation or permission” as it relates to unsolicited faxes. As an initial matter, the states support the Commission’s finding in its 1995 Reconsideration Order that publishing or releasing a facsimile number, such as in a directory, does not constitute express consent to receive a fax advertisement.¹⁰¹

With respect to the particular issue of membership in a trade association, while such membership may be consent to receive information from the association, it is not express permission to receive unsolicited fax advertisements. If association members do wish to receive fax advertisements, perhaps the association can maintain a separate list of those fax numbers to provide to advertisers.

Approaching the “express consent” issue on a case-by-case basis can be costly and time-consuming, as consent is the main defense fax advertisers claim. An ambiguous concept of express invitation encourages fax advertisers to devise ways of circumventing the TCPA by deceptively obtaining what fax advertisers call “consent.” For example, Fax.com, Inc. has sent recipients a fax headlined “Your Permission Please.” The message then stated that Fax.com is “asking you to help by receiving fax alerts that are finding missing children nationwide” and to offset the cost of these alerts, Fax.com will also be faxing advertisements. The fax further stated that recipients will continue receiving faxes from Fax.com unless they opt-out. To reduce the necessity of relitigating this question in every case, a concrete definition of “express” from the Commission would be helpful. The definition should make it clear that “express” means definite, explicit, or direct, and not left to inference. The Commission should also reinforce that a negative option does not create express permission or invitation.

In a related matter, it should be the sender’s responsibility to maintain evidence of consent by recipients. It has been the states’ experience in litigating TCPA cases that large-scale fax advertisers will claim that some recipients consented to the faxes but they have no records to prove consent.

2. Established Business Relationship

¹⁰¹

1995 TCPA Reconsideration Order, 10 FCC Rcd 12391, ¶37 (1995).

The Commission seeks comment on whether an established business relationship establishes consent to receive fax advertisements and whether the Commission should expressly provide for such an exemption. The Attorneys General respectfully submit that creating an established business relationship exemption runs contrary to the clear wording of the statute. The TCPA defines “unsolicited advertisement” as an advertisement sent to a person “without that person’s prior express invitation or permission.”¹⁰² A business relationship exemption would rely on *implied* invitation or permission, which is contrary to the clear wording of the statute. That an existing business relationship is distinct from “express invitation or permission” is demonstrated by the subsection of the TCPA immediately preceding the “unsolicited advertisement” subsection. In defining a “telephone solicitation,” the TCPA establishes distinct exemptions for calls with “express invitation or permission” and calls from a person “with whom the caller has an established business relationship.”¹⁰³ One should assume in construing a statute that words are not *superfluous*.¹⁰⁴ Therefore, “express invitation or permission” must have a meaning beyond that found in “established business relationship.” Moreover, consecutive subsections of a statute simultaneously enacted should be read consistently.¹⁰⁵ Therefore, the fact that an “established business relationship” exemption is found in the “telephone solicitation” definition but *not* in the “unsolicited advertisement” definition means that missing exemption for an established business relationship should not be added by courts or the Commission to the “unsolicited advertisement” definition. For the reason that an “established business relationship” exemption for unsolicited faxes is contrary to Congress’ intent, the states are opposed to the Commission providing such an exemption.

3. Fax Broadcasters

The Commission seeks comment on whether it should specifically address the activities of “fax broadcasters.” Fax broadcasters that maintain their own databases of fax numbers are the subjects of the vast majority of consumer complaints and state enforcement actions. The states support the Commission’s finding that fax broadcasters who determine content of the advertisement or its destination are considered senders within the meaning of Section 227(b)(1)(C), rather than merely being disinterested fax broadcasters, and therefore the fax broadcasters can be held liable.¹⁰⁶ The rules should be amended to explicitly note this distinction. Furthermore, a definition of “common carrier” added to the rules would also help alleviate confusion about the status of entities transmitting faxes.

¹⁰² 47 U.S.C. § 227(a)(4)

¹⁰³ 47 U.S.C. § 227(a)(3)(A) and (B)

¹⁰⁴ *TRW Inc. v. Andrews*, 534 U.S. 19, 31 (2001).

¹⁰⁵ *Erlenbaugh v. United States*, 409 U.S. 239, 243-45 (1972); *U.S. West Communications v. Hamilton*, 224 F.3d 1049, 1053 (9th Cir. 2000) (observing that when statutes are “enacted at the same time and form part of the same Act, the duty to harmonize them is particularly acute”).

¹⁰⁶ *Fax.com*. FCC02-226, Notice of Apparent Liability for Forfeiture, ¶¶13-14 (August 7, 2002)

The rules should also specify particular activities that would expose a fax broadcaster to liability. The list should include sending unsolicited commercial faxes to a fax broadcaster's own database of fax numbers. Moreover, a fax broadcaster that sends to a database provided by someone else should seek documented reasonable assurances from that provider that the recipients have consented to receiving the faxes, or the broadcaster is also liable.

The Commission seeks additional comment on whether its rules requiring fax advertisements to identify the entity on whose behalf the message is sent have been effective in protecting consumers' rights to enforce the TCPA. Although requiring the *advertiser's* identity is helpful, not requiring identity information for the *sender* has been a hindrance. It has been the states' experience that fax broadcasters, who maintain their own databases and send others' advertisements to these fax numbers, frequently omit their identifying information as the sender in order to avoid detection and enforcement action. The states request that the Commission reconsider its previous position that the requirement of identifying information applies only to the originator of the message and not the transmitting entity.¹⁰⁷ In the situation where the transmitting entity, or fax broadcaster, determines the destination of the fax advertisement, that entity should also be required to include its identifying information on the fax, and the rules should be amended to reflect that requirement.

B. AUTODIALERS AND PRERECORDED MESSAGES

The Commission seeks comment on autodialers and prerecorded messages (NPRM ¶¶23-25). Advances in technology are allowing telemarketers to reach far more consumers than in the past. With a simple mouse-click, telemarketers can activate automatic dialing equipment that floods the country with unwanted live calls as well as unsolicited prerecorded messages. The telephone records subpoenaed for one autodialing telemarketer revealed the business was using 47 lines to leave messages that lasted less than 30 seconds. Considering that the calls could be placed over at least a 14-hour period, the equipment could leave more than half a million calls per week. In some cases, consumers have claimed that they could not disconnect from the call when the automatic message was being left. The immense scope of this activity is merely one example of the capacity of autodialer technology to intrude upon the privacy of our residents. A shocking use of this technology was seen by various state attorney general offices last spring when many of their own phone lines were barraged by prerecorded messages inviting the called party to call an 800 number to claim a travel package.¹⁰⁸ Similar messages were left on consumers' home phones as well.

¹⁰⁷ Order on Further Consideration, 12 FCC Rcd 4609, ¶6 (1997)

¹⁰⁸ The Attorneys General of Illinois, North Carolina, and Tennessee received a rash of prerecorded messages on many of their office telephone lines between March and August, 2002. The calling party invited the

5184-72

CAUSE NO. 00-08709-H

CAROL KONDOS, *et al.*,

Plaintiffs

v.

LINCOLN PROPERTY CO., *et al.*,

Defendants.

§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

951

DALLAS COUNTY, TEXAS

160TH JUDICIAL DISTRICT

CLASS CERTIFICATION ORDER

Before the Court is Plaintiffs' motion for class certification. The issue has been extensively briefed, and counsel for all parties appeared for hearing on June 1, 2001. Based on the argument of counsel and the record before the Court, the Court finds that certain of the claims and putative classes should be certified, for the reasons discussed below. The class and claims that the Court finds should be certified are: the TCPA claims of the holders of telephone numbers that were confirmed to have received faxes from ABF on behalf of LPC. This Order constitutes the Court's findings of fact and conclusions of law in connection with class certification.

I. FACTUAL BACKGROUND

Defendant American Blast Fax, Inc. ("ABF") was in the business of sending mass facsimile ("fax") advertisements on behalf of its customers to a large number of fax machines. ABF maintained a computer database of fax numbers that could be geographically grouped. Customers would identify the geographic areas they desired to target with their advertisements and enter into a contract with ABF at a price determined



by the quantity of fax numbers in that area. ABF would then transmit mass fax advertisements to the specified numbers. The telephone numbers were identified on a mass basis by automated equipment and the transmissions were sent on a mass basis by automated equipment. ABF did not engage in any recipient-specific process to determine who would receive its advertisements, but rather treated numbers in its database on a collective basis as a group.

Some receiving fax equipment has the ability to confirm for the sender that the facsimile has been successfully received; ABF's practice was to maintain records of those numbers for which transmission was confirmed. Absence of a confirmation does not necessarily indicate that the transmission was not received, as the receiving equipment may not be able or may not be configured to reply with confirmation, or some vagary of telephones may have permitted the transmission to go through but not the confirmation. The presence of a confirmation, however, is highly suggestive that the transmission was successful.

Defendant Lincoln Property Co. ("LPC") is proprietor of numerous apartment complexes in the Dallas area and elsewhere; LPC operates through a sophisticated structure, which does not presently appear to be material to the class certification issues before the Court. The Court will refer to LPC and its affiliates simply as "LPC." In order to market its apartments to prospective tenants, LPC entered into a series of contracts with ABF for mass fax advertising. For some of those contracts, receipt logs exist; for some they do not exist. There is no indication that the missing logs were intentionally

destroyed or misplaced, or that LPC had anything whatsoever to do with the retention or destruction of any logs.

LPC is a significant commercial presence in the Dallas area. Its apartments house ~ ~ thousands of people, and have in the past housed thousands more. It is a large employer with numerous present and former employees and has commercial relations with numerous suppliers in the Dallas area, who likewise have numerous employees. It markets its apartments extensively in the Dallas area and has had contact with numerous prospective tenants. Some of those prospective tenants filled out written forms indicating their interest in leasing an apartment from LPC, and some of those prospective tenants included fax numbers on those forms so LPC to provide them with information by fax.

11. LEGAL BACKGROUND

In 1991, Congress passed the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227. The TCPA makes it unlawful for any person to "use any telephone facsimile machine, computer, or any other device to send an unsolicited advertisement to a telephone facsimile machine." 42 U.S.C. § 227(b)(1)(C). An unsolicited advertisement is "(an): material advertising the commercial availability or quality of any property, goods, or services which is transmitted to any person without that person's prior express invitation or permission." 42 U.S.C. § 227(a)(4). The TCPA provides a private right of action against a sender of an unsolicited advertisement, *id.* § 227(b)(3), with damages of \$500 or actual damages, whichever is greater, for each violation, *id.* § 227(c)(5), which

are subject to treble by the Court if the violations were willful or knowing. *Id.* §

227(b)(3).

The Court has put off deciding the so-called "EBR" issue as long as it practically

could do so, but it can do so no longer. The Federal Communications Commission ("FCC") has reviewed the provisions of the TCPA above and suggested that when there is an established business relationship ("EBR") between the sender and the recipient, such a relation can give rise to an inference that permission to send a fax is implied from the relationship. In *re* Rules and Regulation Implementing the TCPA, Docket No. 92-90 (F.C.C. October 16, 1992), at ¶ 54 n.87. The Court gives great deference to the

construction of a statute creating a regulatory scheme by the agency charged with administering such regulation, e.g., *EEOC v. Associated Dry Goods Corp.*, 449 U.S. 590, 600 n.17 (1981); however, "no deference is due to agency interpretations at odds with the plain language of the statute itself." *Public Employee Retirement System v. Betts*, 492 U.S.

158, 171 (1989). Here, the FCC's interpretation of the EBR defense would act to amend the TCPA's definition of unsolicited advertisement from a fax sent without the recipient's "prior express invitation or permission," to a fax sent without the recipient's prior express *or implied* invitation or permission. That interpretation conflicts with the plain language of the statute

Moreover, Congress did expressly provide an established business relationship exclusion in the provisions of the TCPA dealing with telephone solicitations, *see* 47 U.S.C. § 227(a)(3). "Where Congress includes particular language in one section of a

The Court notes preliminarily that it finds only Rule 42(b)(4) certification is appropriate. Under the facts of this case, the prosecution of individual actions would not

B. Specific Type of Class Action

representative parties will fairly and adequately protect the interests of the class. claims of the putative class representatives are typical of those of the class. The and fact, as set forth in more detail below, are common among the class members. The numbers in the thousands and is, therefore, sufficiently numerous. The questions of law numerosity, commonality, typicality, and representativeness. The putative class here certification. Rule 42(a) provides for four prerequisites for class certification: Rule 42 of the Texas Rules of Civil Procedure governs the requirements for class

A. Prerequisites

III. CLASS CERTIFICATION REQUIREMENTS

advertisement for taxes. there is no "EBR" or "implied permission" exception to the definition of unsolicited reverses the effect of the words chosen by Congress. Accordingly, the Court holds that delete that limitation from the statute. The Court cannot support an interpretation that prior invitation only to express invitations; the FCC's interpretation would effectively taxes, then, in contrast to telephone solicitations, Congress intended to limit the effect of *Rodriguez v. United States*, 480 U.S. 522, 525 (1987) (citations omitted). With respect to Congress acts intentionally and purposely in the disparate inclusion or exclusion." statute and but omits it in another section of the same Act, it is generally presumed that

create a risk of inconsistent or varying adjudications that would establish incompatible standards of conduct for the party opposing the class; indeed, there is very little chance that independent actions would be prosecuted at all if this class is not certified. Accordingly, certification under Rule 42(b)(1)(A) is not proper. Similarly, adjudication by individuals would not as a practical matter impair or impede the ability of other members to protect their interests; unlike typical limited fund classes, there is not a limited pot of money available to satisfy class members that is being depleted inequitably absent a class action. As mentioned, absent a class action there appears to be no individual litigation by putative class members, and certainly not to a degree that threatens LPC's ability to respond to \$500 claims. Accordingly, certification under Rule 42(b)(1)(B) is not proper. Thirdly, although the defendants have acted on grounds generally applicable to the class, this action is primarily for monetary damages and attorneys' fees and does not appear to be appropriate for final injunctive relief with respect to the class as a whole; indeed, it appears that ABF may have been driven out of business, one presumes by claims such as these, and there is no need for prospective injunctive relief. Accordingly, certification under Rule 42(b)(2) is not proper.

The Court now turns to Rule 42(b)(4). That provision requires the court to consider whether common issues predominate and whether a class action is superior to other methods of resolving the dispute. Common issues here include: the manner in which the taxes were sent; whether intrastate transmissions are within the scope of the TCPA; whether a principal is liable under the TCPA for the acts of an independent

contractor, which party bears the burden of showing the absence of prior express permission; and statutory damages. LPC argued that the EBR issues were individualized and extensive, considering its relationships with large numbers of past and present employees, vendors, tenants and prospective tenants; determining whether such prior established businesses relationships were sufficient to give rise to an inference of implied permission would surely be an extensive individualized undertaking. However, as the Court has indicated, the statute does not encompass implied permission. Accordingly, the nature of LPC's prior dealings with all those individuals is irrelevant to the causes of action before the Court and does not cause individualized issues to predominate over common issues. Although the question of express permission is individualized, it should be relatively easy to ascertain whether any class member did give prior express permission to LPC or ABF; moreover, the record suggests that the number of such persons is relatively small. Accordingly, the Court finds that common questions predominate over individual questions.

Rule 42(b)(4) also directs the court to consider whether the class action vehicle is superior, and in that context, to consider: (a) the interest of members in controlling separate actions, (b) pending litigation, (c) desirability of the forum; and (d) management. Here, there is no indication that anyone other than class counsel has any desire to control the prosecution of this action; absent a class action it appears unlikely that any individual claims would be asserted. There is not any other pending litigation regarding the subject matter of this lawsuit. Although this forum is not especially better than any other forum,

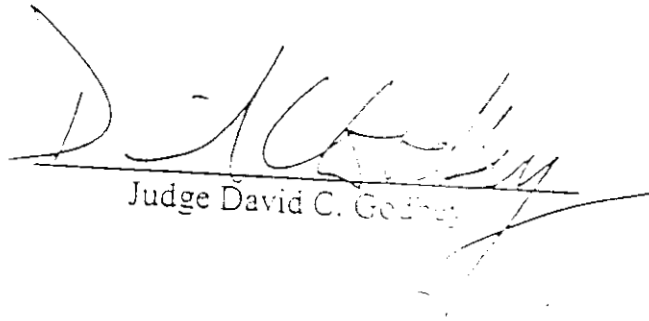
it does seem desirable for all this litigation to be in a single forum rather than scattered about various courtrooms throughout Dallas County and North Texas.

Finally, the Court considers management of the case and how it would proceed if certified. It seems likely that most issues would be resolved by summary judgment. The underlying facts regarding how the taxes were sent are not in dispute and are common to all potential class members; individualized proof need not be presented by plaintiffs. Damages are set by statute and need not be individually proved. Although the existence of express permission is an individualized question, applying the statute as written to consider only express prior permission limits the scope of that inquiry considerably and it can probably be resolved by summary judgment. Likewise, LPC has indicated it will proceed with a motion for summary judgment on some of its legal defenses, and it is certainly possible that motion may resolve plaintiffs' claims against LPC on a wholesale basis. In short, the case appears manageable if certified and a trial, if necessary at all, would not involve any extensive individualized proof. The court finds, based on consideration of all of these factors, that common issues predominate and that the class action vehicle is superior, and therefore certifies as a class action the TCPA claims brought on behalf of confirmed recipients of LPC taxes.

With regard to the proposed sub-classes involving individuals for whom receipt confirmation does not exist and all the claims of negligence, the Court further finds that the individualized questions raised by those persons and claims predominate over

common questions and tip the balance against class certification. Plaintiffs' request for certification of those sub-classes and claims is therefore denied.

SIGNED this 12th day of July, 2001.



Judge David C. Goheen



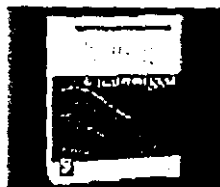
- Home ➤ Help
- Word of the Day
- Word Games
- Word for the Wise
- Books and CDs
- Company Info
- Customer Service
- Network Options
- Language Zone
- The Lighter Side
- Site Map



Shopping



**NEW! Britannica 2003
Ultimate Reference
Suite DVD**
Price: USD \$69.95
Only \$49.95 after mail-
in rebate!



**Merriam-Webster's 3rd New
International
Dictionary on CD-ROM**
Price: USD \$49.95
You save 30%!

Thomas Kinkadee's Christmas Express
FREE accessories
a \$60 value!

[Click to order](#)



UNABRIDGED
on

Merriam-Webster DICTIONARY



Download
Merriam-Webster
Toolbox
up words
on the

Dictionary

One entry found for **equipment**,

Main Entry: **equip-ment**

Pronunciation: ɪ-ˈkwɪp-mənt

Function: *noun*

Date: 1714

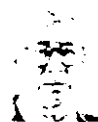
1 a : the set of articles or physical resources serving to equip a person or thing: as (1) : the implements used in an operation or activity : APPARATUS (2) : all the fixed assets other than land and buildings of a business enterprise (3) : the rolling stock of a railway **b** : a piece of such equipment

2 a : the equipping of a person *or* thing **b** : the state of being equipped

3 : mental or emotional traits *or* resources : ENDOWMENT



equipped



ASK US

equipped



Merriam-Webster
dictionary

Get the Top 10 Most Popular Sites for "equipment"

For More Information on "equipment" go to [Britannica.com](#)

Find Photos, Magazines and Newspaper Articles about "equipment" at [eLibrary](#). Free registration required.

- Search the Unabridged Dictionary on-line and enjoy enhanced versions of Merriam-Webster's Collegiate[®] Dictionary and Thesaurus at Merriam-Webster Unabridged.
- There's a word for you . . .
In fact, there's a new word waiting in your e-mail in box every morning when you subscribe to the Word of the Day.
- Listen to Word for the **Wise** radio programs
Listen to broadcasts or read transcripts of previous Word for the Wise programs on public radio.

Pronunciation Symbols

ɪ as a and u in about
ɛ as e in kitten

ɛ as e in bet
E as ea in easy

ɔ as aw in law
ɔi as oy in boy



CAMBRIDGE

Cambridge Online

Definition

(from Cambridge International Dictionary of English)

equip (PROVIDE:

verb [T]

to *provide* (a person or a place) with objects that are necessary for a particular purpose

It's going to cost \$4 million to equip the hospital.

*All the police officers were equipped **with** shields to defend themselves against the rioters.*

*You'll need to equip yourselves **with** some warm clothes and waterproof shoes to walk in this weather!*

equipped

adjective

Ne's got the best equipped kitchen I've ever seen - there's every imaginable cooking utensil.

Their schools are very poorly equipped.

equipment

noun [U]

Equipment is the set of necessary tools, clothing etc. for a particular purpose.

office equipment

camping equipment

kitchen equipment

a basic piece of household equipment

electrical equipment

The soldiers had to carry their equipment on their backs for miles.

(formal) *Equipment is also the act or an occasion of providing a person or a place with the objects necessary for a particular purpose.*

We received a price estimate for alteration and equipment of the building.

Search this dictionary

Show phonetics

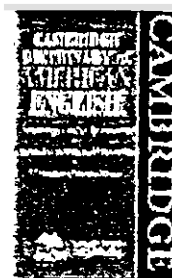


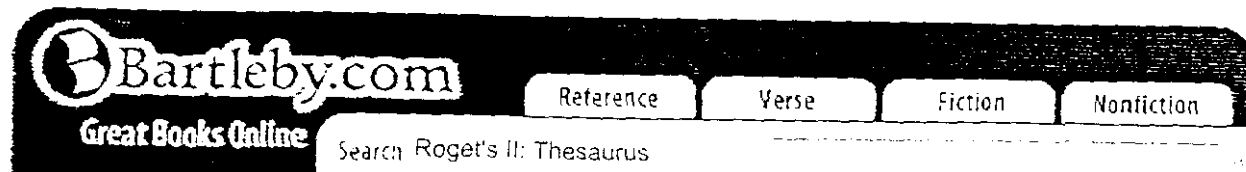
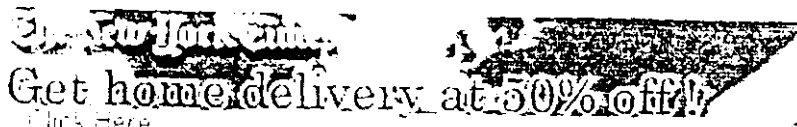
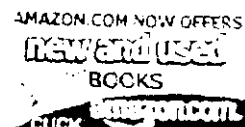
Search

More details

The **Cambridge International Dictionary of English** is available in book and CD-ROM form, with the CD-ROM version including new words, British and American sound recordings for all words, and a fully integrated thesaurus.

Select another dictionary to Search





Home Subjects Titles Authors

Encyclopedia Dictionary Thesaurus Quotations English Usage

Reference > American Heritage® > Roget's > II The New Thesaurus

PREVIOUS

NEXT

CONTENTS GUIDE BIBLIOGRAPHIC RECORD

Roget's II: The New Thesaurus, Third Edition. 1995

equipment

NOUN: Things needed for a task, journey, or other purpose: accouterment (often used in plural), apparatus, gear, material (used in plural), materiel, outfit, paraphernalia, rig, tackle, thing (used in plural), turnout. *See* MEANS.

Roget's II: The New Thesaurus, Third Edition. Copyright © 1995 by Houghton Mifflin Company Published by the Houghton Mifflin Company. All rights reserved.

CONTENTS .GUIDE .BIBLIOGRAPHIC RECORD

PREVIOUS

NEXT

Search Amazon:

Click here to shop the Bartleby Bookstore

Welcome Press Advertising Linking Terms of Use © 2002 Bartleby.com



UP AND SELLING ON THE WEB IN 24-HOURS



REPORTER'S RECORD

VOLUME 1 OF 1 VOLUMES

CAUSE NO. C200100349

J. GREG COONTZ, INDIVIDUALLY) IN THE DISTRICT COURT
AND ON BEHALF OF ALL OTHERS)
SIMILARLY SITUATED, PLAINTIFFS)
VS.) 249TH JUDICIAL DISTRICT
NEXTEL COMMUNICATIONS, INC.,)
NEXTEL OF TEXAS, INCORPORATED,)
DEFENDANTS) JOHNSON COUNTY, TEXAS

PLAINTIFFS' SUPPLEMENTAL MOTION
FOR CLASS CERTIFICATION
AND NEXTEL COMMUNICATIONS
SPECIAL APPEARANCE

On the 1st day of August, 2002, the following proceedings
came on to be heard in the above-entitled and numbered cause
before the Honorable Wayne Bridewell, Judge presiding. Held
in Cleburne, Johnson County, Texas.

EXHIBIT

15